

# Benton Public Schools

## Classified Personnel Policies



2014-2015 Academic Year

## **8.01— CLASSIFIED SALARY SCHEDULE**

1. Classified employees who are paid monthly are paid based on either an annual salary schedule or an hourly rate approved by the school board. The annual compensation will be paid in 12 monthly paychecks. The employee will be paid on the twentieth (20) day of each month. If the twentieth (20) falls on a non-work day, payday will be the last workday preceding the twentieth (20). Vacation and holiday pay will be included in the annual salary schedule amount approved by the school board.
2. Classified employees who are paid bi-weekly are paid on an hourly rate approved by the School Board. The employee will be paid on a bi-weekly schedule. Payday will be on the second Friday following the end of the pay period.
3. All employees, except for executive, administrative and professional employees who are exempt from the overtime provisions of the Fair Labor Standards Act, will be paid at one and one-half times their normal hourly rate whenever they work more than forty (40) hours in one work-week. The workweek begins at 12:00 a.m. Friday and ends at 11:59 p.m. Thursday.
4. An employee must be employed by 11/15 of a contract year in order to qualify for a step increase on the next year's contract.
5. The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.
6. Overtime hours should be approved in advance by the employee's supervisor.
7. Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage and the Affordable Care Act.

Cross References:     Policy 1.9—POLICY FORMULATION  
                              7.23-Health Care Coverage and the Affordable Care Act

Legal References:     A.C.A. § 6-17-2301  
                              A.C.A. § 21-5-405

Date Adopted: 06/11/01  
Last Revised: 05/12/14

## **8.02— CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel shall be evaluated at least annually.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 10/13/03

Last Revised:

### **8.03—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES**

No person shall be employed in, or assigned to, a position which would require that he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted: 10/13/03

Last Revised:

## **8.04— CLASSIFIED EMPLOYEES DRUG TESTING**

### **Scope of Policy**

Each person hired for a position that allows or requires the employee operate a school bus shall meet the following requirements:

1. The employee shall possess a current commercial vehicle driver's license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

### **Definitions**

"Safety sensitive function" includes:

- a) All time spent inspecting, servicing, and/or preparing the vehicle;
- b) All time spent driving the vehicle;
- c) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- d) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

"School Bus" is a motorized vehicle that meets the following requirements:

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation.

Subsequent testing includes, and/or is triggered by, but is not limited to:

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### **Refusal to Submit**

Refusal to submit to an alcohol or controlled substance test means that the driver

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;

- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued

employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

If the result for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Cross Reference: 3.07 Certified Personnel Drug Testing

Legal Reference: A.C.A. § 6-19-108  
 A.C.A. § 6-19-119  
 A.C.A. § 27-23-201 et seq.  
 49 C.F.R. § 382-101 – 605  
 49 C.F.R. § part 40

49 C.F.R. § 390.5  
Arkansas Division of Academic Facilities and Transportation Rules  
Governing Maintenance and Operations of Arkansas Public School  
Buses and Physical Examinations of School Bus Drivers

Date Adopted: 10/13/03  
Last Revised: 05/12/14



## **8.05—CLASSIFIED SICK LEAVE – POLICIES AND BENEFITS**

All classified employees will earn a total of one day of sick leave for each month of contract employment. During an employee's first contract year, sick leave will be credited as earned. In each subsequent contract year sick leave will be credited July 1st. If an employee does not complete a contract year and has used more sick leave than is earned, the employee must reimburse the value of the unearned sick leave. If possible, such reimbursement will be deducted from the employee's final paycheck. In the event that an employee does not use all the days allotted for sick leave in any school year, such unused sick leave shall be cumulative to a total of 120 days. A "day" is considered to be the normal number of hours the employee is scheduled to work, not to exceed eight hours per day.

Sick leave is to be granted for personal illness or illness in the employee's family, or death in employee's family. Sick leave will not be granted for pleasure trips, shopping, hunting, visiting, or for any purpose other than personal illness or illness or death in the employee's family. "Family" means an employee's family related by blood, adoption, or marriage.

If an employee claims sick leave but does not have sick leave days available, any available personal leave or vacation leave will be charged. If no leave of any kind is available, the employee will be docked full pay.

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day.

At the discretion of the employee's supervisor, the District may require a written statement from the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the Superintendent) may result in dismissal.

The Benton School District will adhere to the current Family Medical Leave Act (FMLA) of 1993.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. Except for bonding time, documentation shall be provided by the employee upon request.

## **PAYMENT FOR UNUSED SICK LEAVE UPON RETIREMENT**

A. The Classified Employee must sign up to start drawing retirement or be eligible to begin retirement from the State of Arkansas. The Classified Employee who has worked at least ten full years in Benton Public Schools will receive payment for all unused sick leave upon retirement.

The eligible classified employee who works five (5) hours or more each day will be paid 50% of their daily rate of pay, not to exceed \$60 or be less than \$36, for each unused day of sick leave. Eligible employees who work less than five (5) hours per day will be paid 50% of their daily rate of pay, not to exceed \$30 or be less than \$18, for each unused day of sick leave.

B. The Classified Employee who has worked less than ten full years in the district will receive payment for a percentage of their unused sick leave days. For example: At least 10 full years = 100%, 9 full years = 90%, and so on. See prorated table below:

10 full years worked in B.P.S. = 100% of days paid  
9 full years worked in B.P.S. = 90% of days paid  
8 full years worked in B.P.S. = 80% of days paid  
7 full years worked in B.P.S. = 70% of days paid  
6 full years worked in B.P.S. = 60% of days paid  
5 full years worked in B.P.S. = 50% of days paid  
4 full years worked in B.P.S. = 40% of days paid  
3 full years worked in B.P.S. = 30% of days paid  
2 full years worked in B.P.S. = 20% of days paid  
1 full year worked in B.P.S. = 10% of days paid

All fractions of days as a result of this percentage process will be rounded up to the nearest half (.5) or whole number.

Upon the death of a Classified Employee during a contract year, the employee's estate shall be paid for any unused accrued sick leave based on procedures stated above.

## **ACCUMULATION PAY OF UNUSED SICK LEAVE DAYS**

After accumulating 90 days unused sick leave, an employee may choose whether to continue accumulating sick leave to a maximum of 120 days or to be paid for each day accumulated in excess of 90 days. If the employee chooses to accumulate 120 days, the district will pay for any unused sick leave days beyond that point.

When payment of unused sick leave days is required, eligible employees who work five (5) hours or more each day will be paid 50% of their daily rate of pay, not to exceed \$60 or be less than \$36, for each eligible day. Employees who work less than five (5) hours per day will be paid 50% of their daily rate of pay, not to exceed \$30 or be less than \$18, for each eligible day.

Employees will be offered this choice before the end of each school year.

### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.36, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross Reference:     8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
                          8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
                          8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND  
                          WORKERS' COMPENSATION

Legal References:    A.C.A. § 6-17-1301 et seq.  
                          29 USC §§ 2601 et seq.  
                          29 CFR 825.100 et seq.

Date Adopted: 06/11/01  
Last Revised: 05/12/14

## **8.06—SICK LEAVE BANK — CLASSIFIED EMPLOYEES**

### **DESCRIPTION OF SICK LEAVE BANK:**

In case of extreme emergencies, including but not limited to, open heart surgery, terminal cancer, extensive cancer treatment, organ transplants, or life-threatening illnesses, or disabilities, any classified employee can donate to a sick leave bank to be used when a sick or disabled employee's absences exceed his/her own accumulated sick leave balance. Use of the sick leave bank may also be granted if the employee's absence is due to them being the primary caregiver of their spouse or child. Such donated sick leave shall not exceed the length of the sick employee's current contract with the Benton School District.

#### **A. Eligibility**

1. The employee wanting to donate to the bank must have accumulated at least hours equal to one year's sick leave.
2. Donation will be optional. All classified employees will be eligible for participation whether they donate or not.

#### **B. Maintenance**

1. Donations will be collected only when a life-threatening illness or disability occurs or when the need arises.
2. Any classified employee will be able to donate no less than hours equivalent to one day and no more than hours equivalent to 30 days, with the exception of retiring employees who may donate any or all of their remaining sick days.
3. Hours donated cannot be returned to employees and will be carried over in the sick leave bank.

#### **C. Administration**

1. A six-member committee will be formed consisting of the Superintendent/designee, Business Manager/designee, Plant Manager, Coordinator of Child Nutrition Services, Transportation Supervisor and a school nurse, which will be ex-officio. The Superintendent may appoint other personnel to substitute for or to replace any of the above.
2. All applications will be sent to the superintendent who will convene the sick leave bank committee within ten (10) working days. The sick leave bank committee will determine the need for activating the sick leave bank. The application must be accompanied by a physician's statement.
3. Upon approval by the committee that an employee is eligible to obtain sick leave days from the sick leave bank, transfer of days from the bank to the employee's sick leave record will occur pay period by pay period until

the employee returns to work or until the committee determines that the sick leave bank should no longer be used. Payment for the days transferred must be for absences following the day of the committee's decision.

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: 06/11/2001

Last Revised: 04/08/2013

## **8.07—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

Classified employees will be granted three (3) days of personal leave per contract year. Unused personal leave will accumulate to a maximum of five (5) days. Unused personal leave days that exceed the maximum accumulation of five (5) will be added to the employee's accumulated sick leave balance. A "day" is considered to be the normal number of hours the employee is scheduled to work, not to exceed eight hours per day.

Any request for personal leave must have supervisor approval.

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

If an employee claims personal leave, but does not have personal leave days available, the employee will be docked full pay.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 8.05).

School functions, for the purposes of this policy, means:

1. Athletic or academic events related to a public school district; and
2. Meetings and conferences related to education.

The determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

### **Professional Leave**

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which can serve to improve the school district's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee's employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the district's students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/district.

Cross Reference:     3.11 Certified Personnel Personal and Professional Leave  
                          8.05 Noncertified Personnel Sick Leave

Legal Reference:     A.C.A. § 6-17-211

Date Adopted: 10/13/03

Last Revised: 06/18/07

## **8.08—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

Individuals who have been convicted of certain sex crimes must register with law enforcement as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime).

While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) and it is the responsibility of district staff to know and understand the policy and, to the extent requested aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.

Cross Reference: 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

Legal Reference: A.C.A. § 12-12-913 (g) (2)  
Arkansas Department of Education Guidelines for "Megan's Law"  
A.C.A. § 5-14-131

Date Adopted: 06/18/07

Last Revised: 06/18/07



## **8.09—PUBLIC OFFICE – CLASSIFIED PERSONNEL**

An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to nonrenewal or termination of his employment contract.

Cross Reference: Policy # 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 03/13/2006

Last Revised: 06/18/2012

## **8.10—JURY DUTY – CLASSIFIED PERSONNEL**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee's immediate supervisor.

The employee must present the original (not a copy) of the summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Legal Reference: A.C.A. § 16-31-106

Cross Reference: 3.14 Certified Personnel Jury Duty

Date Adopted: 06/09/03

Last Revised:

## **8.11—OVERTIME and COMPLYING WITH FLSA for CLASSIFIED PERSONNEL**

The Benton School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours. It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay.

### **Definitions**

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours **not** worked such as for paid holidays or sick days do **not** count in determining hours worked per workweek.

Workweek is the seven day consecutive period of time from 12:00AM on Friday to midnight on the following Thursday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

Exempt Employees are those employees who are not covered under the FLSA. They include administrators and professional employees such as teachers, counselors, registered nurses, and supervisors. Any employee who is unsure of their coverage status should consult with the District's Administration.

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed noncertified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, bookkeepers, and LPN's.

Regular Rate of Pay includes all forms of remuneration for employment and shall be expressed as an hourly rate. For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

### **Employment Relationships**

The District does not have an employment relationship in the following instances:

1. Between the District and student teachers;
2. Between the District and its students;
3. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.

2. Between the District and any agency contracted with to provide transportation services, security services, or other services.

### **Hours Worked**

Employees shall be compensated for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Friday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will face disciplinary action which may include termination of employment.

### **Breaks and Meals**

Each employee working more than 20 hours per week shall be provided two, paid, 15 minute duty free breaks per workday.

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable. Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal which they may do away from their work site. The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

### **Overtime**

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages. This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

### **Overtime Authorization**

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA. If the overtime was **not** preapproved or fit into the exceptions noted previously, disciplinary action must be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

### **Leave Requests**

All covered employees shall submit a leave request form prior to taking the leave if possible. If, due to unforeseen or emergency circumstances, advance request was not possible the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form.

Leave may be taken in a minimum of 15 minute increments.

### **Record Keeping and Postings**

The District shall keep and maintain records as required by the FLSA for the period of time required by the act.

The District shall display minimum wage posters where employees can readily observe them.

### **Cooperation with Enforcement Officials**

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the DOL and/or its authorized representatives in the performance of their jobs relating to:

1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;
3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References: 29 USC § 206(a), ACA § 6-17-2203  
29 USC § 207(a)(1), 29 CFR § 778.100  
29 USC § 207(o), 29 CFR § 553.50  
29 CFR § 778.218(a)  
29 CFR § 778.105  
29 USC § 213(a), 29 CFR §§ 541 et seq.

29 USC § 207(e), 29 CFR § 778.108  
29 CFR §§ 785.9, 785.16  
29 CFR § 516.2(7)  
29 CFR §§ 785.1 et seq.  
ACA § 6-17-2205  
29 CFR § 785.19  
29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20  
– 553.32  
29 CFR § 778.106  
29 USC § 207(g)(2), 29 CFR § 778.115  
29 USC § 207(o)(2)(A), 29 CFR § 553.23  
29 CFR § 553.20  
29 USC § 207(o)(4), 29 CFR § 553.27  
29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
29 CFR § 516.4  
29 CFR §§ 516.5, 516.6  
29 USC § 211(a)(b)

Date Adopted: 03/13/06  
Last Revised:

## **8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT**

An employee of the District may not be employed in any other capacity during regular working hours.

An employee may not accept employment outside of his district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school.

The Superintendent, or his designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting, or inappropriate.

When a classified employee is additionally employed by the District by a contract for a second classified position or to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary position and any other contracted position, the employee shall notify the employee's building principal as far in advance as is practicable. The Building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the conflicting contract of employment or the contract to perform the supplementary duties.

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.

### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.26, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross References:     8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
                              8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
                              8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND  
                              WORKERS' COMPENSATION

Legal References: A.C.A. § 6-24-106, 107, 111

Date Adopted: 05/12/14

Last Revised:



## 8.13—CLASSIFIED PERSONNEL EMPLOYMENT

All prospective employees must fill out an application form provided by the District, in addition to any resume provided all of the information provided is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or withholds information to the same effect, it may be grounds for dismissal. It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. a veteran without a service-connected disability;
2. a veteran with a service-connected disability;
3. a deceased veteran's spouse who is unmarried throughout the hiring process; or

For purposes of this policy, "veteran" is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veterans preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
  - Form DD-214 indicating honorable discharge;
  - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
  - Marriage license;
  - Death certificate;

- Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

Legal References:                   A.C.A. § 6-17-414  
  A.C.A. § 21-3-302  
  A.C.A. § 21-3-303  
  A.C.A. § 25-19-101 et seq.

Date Adopted: 10/13/03  
Last Revised: 05/12/14

## **8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent and that the employee's attendance/travel was at the request of the district.

It is the responsibility of the employee to determine the appropriate supervisor from which he must obtain approval.

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.

Cross Reference:                      Policy #7.12

Date Adopted: 10/13/03

Last Revised: 05/14/07

## **8.15— CLASSIFIED PERSONNEL TOBACCO USE**

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles is prohibited.

With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor.

Violation of this policy by employees shall be grounds for disciplinary action up to, and including, dismissal.

A copy of this statute shall be posted in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport public school students.

Legal Reference:                   A.C.A. § 6-21-609

Date Adopted: 10/13/03

Last Revised: 11/11/13

## **8.18—CLASSIFIED PERSONNEL DEBTS**

For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or deductions levied against an employee's wages.

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his income garnished by a judgment creditor, dismissal may result.

An employee will not be dismissed for having been the subject of one (1) garnishment. However, a second or third garnishment may result in dismissal.

At the discretion of the Superintendent, he or his designee may meet with an employee who has received a second garnishment for the purpose of warning the employee that a third garnishment will result in a recommendation of dismissal to the School Board.

At the discretion of the Superintendent, a second garnishment may be used as a basis for a recommended dismissal. The Superintendent may take into consideration other factors in deciding whether to recommend dismissal based on a second garnishment. Those factors may include, but are not limited to, the amount of the debt, the time between the first and the second garnishment, and other financial problems which come to the attention of the District.

Date Adopted: 04/08/2013

Last Revised:

## **8.19— CLASSIFIED PERSONNEL GRIEVANCES**

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible level, their concerns related to the personnel policies or salary payments of this district.

### **Definitions**

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.

Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

1. More than one individual has interest in the matter; and
2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. The group has designated an employee spokesperson to meet with administration and/or the board; and
4. All individuals within the group are requesting the same relief.

Employee: any person employed under a written contract by this school district.

Immediate Supervisor: the person immediately superior to an employee who directs and supervises the work of that employee.

Working day: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

### **Process**

**Level One**: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the

grievance, on its face, is grievable under district policy. If the grievance is presented as a “group grievance,” the Board shall first determine if the composition of the group meets the definition of a “group grievance.” If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee’s immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student’s testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

Records related to grievances will be filed separately and will not be kept in, or made part of, the personnel file of any employee.

### **Reprisals**

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

Cross Reference: 3.25 Certified Personnel Greivances

Legal Reference: ACA § 6-17-208, 210

Date Adopted: 06/11/01

Last Revised: 06/18/07



**8.19F – Level Two Grievance Form**

**Name:** \_\_\_\_\_

**Date submitted to supervisor:** \_\_\_\_\_

**Personnel Policy grievance is based upon:** \_\_\_\_\_

\_\_\_\_\_

**Grievance (be specific):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What would resolve your grievance?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Supervisor's Response:**

**Date submitted to recipient:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 8.20 – SEXUAL HARASSMENT

### 1. Purpose

Sexual harassment is sex discrimination under Title IX. It is the policy of the Benton School District to maintain a learning and a working environment that is free from sex discrimination, including sexual harassment.

### 2. Authority

It shall be a violation of this policy for any member of the District staff to harass a student or another staff member through conduct or communications of a sexual nature. It shall also be a violation of this policy for students to harass staff members through conduct or communications of a sexual nature.

### 3. Definitions

Unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when made by a member of the school staff to a student or another staff member constitute sexual harassment when:

- a. Submission to such conduct is made, whether explicitly or implicitly, a term or condition of an individual's education;
- b. submission to or rejection of such conduct by an individual is used as the basis for academic decisions affecting that individual; or
- c. such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive environment.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances.

Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; and spreading rumors related to a person's alleged sexual activities.

### 4. Procedures

Any person who alleges sex discrimination or sexual harassment by any staff member or student may use the District's equity complaint procedure (detailed below) or may complain directly to the building principal, counselor or to the Equity Coordinator, the individual designated to receive such complaints. Filing of a complaint or otherwise reporting sexual harassment or sex discrimination will not reflect upon the individual's status nor will it affect future employment, grades or work assignments.

Upon receipt of a report of sexual harassment, the building principal or counselor or other staff member shall immediately notify the Equity Coordinator without screening or investigating the report. If the report is given verbally, the principal, counselor or staff member will reduce it to a written form within 24 hours and forward it to the Equity

Coordinator. The Equity Coordinator shall immediately authorize an investigation, which may be conducted by school officials. A written report on the investigation will be provided to the Equity Coordinator within 10 school days of the complaint or report of sexual harassment.

The investigation may consist of personal interviews with the person filing a complaint, the individual(s) against whom the complaint is filed and others who may have knowledge of the alleged incident or circumstances surrounding the complaint. In addition, the District may take immediate steps, at its discretion, to protect the person filing the complaint pending the completion of the investigation.

**5. School District Action**

Upon receipt of a recommendation that the complaint is valid, the District will take such action as appropriate based on the results of the investigation. If the harasser is a student, disciplinary action may include suspension or expulsion. If the harasser is an employee, disciplinary action may include termination or nonrenewal.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.  
Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.  
A.C.A. § 6-15-1005(b)(1)

Date Adopted: 10/13/03  
Last Revised: 04/18/11

## **8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS**

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. The Superintendent shall direct all principals to establish regulations ensuring adequate supervision of students throughout the school day and at extracurricular activities.

Date Adopted: 10/13/03

Last Revised:

## 8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Benton School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy **no expectation of privacy** in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during work or instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or nonrenewal of the employment contract.

Legal References:     20 USC 6801 et seq. (Children’s Internet Protection Act; PL 106-554)  
                              A.C.A. § 6-21-107  
                              A.C.A. § 6-21-111

Date Adopted: 3/12/01

Last Revised: 5/10/04

## **8.22F—CLASSIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT**

### **Acceptable Use Policy: Staff**

The Benton School District provides technology to support teaching, enhance learning, and improve productivity. This policy is intended to delineate the roles and responsibilities of all technology users in the District. All Benton Public School employees are required to comply with provisions herein.

The use of Benton Public School technology is a privilege, not a right. Staff must supervise students' use of technology at all times. Staff is responsible for their conduct when using Benton Public School technology.

### **Definitions**

As defined in this policy, the term technology includes, but is not limited to: all computers; printers, digital cameras, document cameras, interactive white boards, projectors, scanners, peripheral equipment; networks; Internet resources, including production of Web content, all forms of Web-based synchronous and asynchronous communication including electronic mail, and file transfer protocol; multimedia, video, laser, cable television, telephone, and fax equipment; language lab equipment; all software and files, including all user files generated from the use of the resources listed herein; as well as the supplies used to maintain technology.

The term "staff" includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students. The term "user" includes staff members and anyone who makes use of Benton Public School's technology. Substitutes hired on a per diem basis are not eligible for Internet use privileges.

### **Access Statement**

All users must sign and return an Acceptable Use Policy Statement before being allowed to use any of the District's technology. The Acceptable Use Statement will stay in effect as long as the staff member is employed in the Benton Public School.

Users are not allowed to use of Benton Public Schools technology if a signed Acceptable Use Policy Statement has not been submitted to their school. Users may not login under a generic or shared password.

### **Acceptable Uses**

In the Instructional Setting:

1. Classroom assignments
2. Comply with fair-use laws and copyright regulations while accessing the Internet
3. Understand, recognize, and respect the intellectual property of others
4. Career development activities

5. School-sponsored email
6. Approved use of 21st Century Tools including, but not limited to, podcasting, private class chat room experiences, private class to class video-conferencing, private class blogging, and private class wikis
7. Educational research
8. Understand, recognize, and respect the intellectual property of others

### **Unacceptable Uses**

1. Users may not bypass or attempt to bypass the of Benton Public Schools filtering software.
2. Do not swear, use vulgarities, or any other inappropriate language in any messages or web pages. Be advised that doing so in school-sponsored email may result in your email being automatically redirected from the intended recipient to the Director of Technology for review. Disciplinary action, as outlined in this policy, may be forthcoming.
3. Users are prohibited from accessing any site on the Internet that is not consistent with the educational objectives of the District, to include, but not be limited to, social networking sites.
4. Participating in “cyber bullying” such as personal attacks and/or threats on/against anyone including being impolite
5. Using the network/Internet for any illegal activity, including violation of copyright or other contracts or transmitting any material in violation of any federal, state or local law
6. Sending, receiving, viewing, or downloading illegal material via the Benton School District computer system
7. Unauthorized downloading or installing of software to any District electronic devices or any electronic device, such as an mp3 player, brought on to the school grounds
8. Using the computer system for private financial or commercial gain
9. Wastefully using resources, such as bandwidth, file space, paper, and ink/toner\
10. Gaining unauthorized access to resources or entities
11. Using the computer system for commercial or private advertising
12. Submitting, posting, publishing or displaying any obscene, profane, threatening, illegal, or other inappropriate material
13. Using the computer system while access privileges are suspended or revoked
14. Vandalizing the computer system, including, but not limited to, modifying or destroying any other peripheral equipment, or destroying data by creating or spreading viruses and/or by any other means
15. Forging, intercepting, or interfering with electronic mail messages, except as otherwise provided in this policy
16. Accessing or attempting to access instant messages, non-educational chat rooms, forums that are not school-related, private e-mail, message boards, blogs or wikis that are not school-related, or host personal web pages at any time on the District LAN or WAN. Exceptions to this shall only include school-approved, teacher-supervised, filtered, archived Internet communication, which occurs during the instructional day.

17. Failing to respect the of Benton Public Schools computer system's resource limits
18. Using the computer system to disrupt others
19. Reading, modifying or deleting data owned by others, except as otherwise provided in this policy
20. Use of the computer system concurrent with a violation of the code of conduct or violation of any rule or regulation of the school or school system.
21. Users shall not bypass or attempt to bypass the Benton Public Schools' security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
22. Users shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.
23. Users shall not alter or vandalize computers, networks, printers, or other associated equipment and system resources. Alteration or vandalism includes, but not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.
24. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the Benton School District Technology Department.
25. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
26. Users should be aware that electronic mail (e-mail) and all other files stored on Benton School District's network are the property of Benton District
27. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to District guidelines.
28. Users shall maintain a strong password on Benton School District computers, email system, and any other network logins at all times.

### **Violations Consequences**

1st Offense: Warning and documentation in personnel file

2nd Offense: Disciplinary action and formal improvement plan

3rd Offense: Possible suspension and/or recommendation for non-renewal or termination

### **Policy Statements**

The use of the of Benton Public School computer system is a privilege, not a right, and the Acceptable Use Policy is designed to establish clear guidelines for adult stakeholders who have access to the Public School computer system.

Be polite and use proper Network etiquette (the acceptable behavior the Internet community expects its citizens to follow)

### **Use appropriate language**

Respect both your own privacy and the privacy of others by not giving out personal information

Respect the rights of others by not wasting network resources

Report threatening or harassing remarks or materials to administration



## **Permission Forms**

All users (staff members, substitute teachers, guests, and students and their parents) must sign an Acceptable Use Agreement to be eligible to work on any equipment connected to the network. This agreement must be renewed on an annual basis.

## **Acceptable Use Purpose**

### **Internet Access**

1. Staff has access to Internet World Wide Web information resources through their classroom, media center, and/or computer lab on any equipment connected to the network. All Internet usage is monitored, and users should expect that their use may be reviewed at any time by the principal or superintendent.
2. Staff will be issued an e-mail account for business use.
3. Teachers and support staff will create a classroom website in accordance with District guidelines. Material placed on a web page must relate to the school, classroom, or program.

## **Confidential Information**

Look at IT security for clarification

## **Responsibility**

Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should users provide their passwords to anyone else.

## **Copyright**

**COVERED IN AN ABOVE SECTION**

## **Benefits of Education**

We are in the 21st Century; our students must learn to utilize the tools and skills necessary to compete in a global economy. Students of today must think critically about global issues, work collaboratively on projects, and understand the significance of intellectual property, fair-use laws, and copyright regulations as they research the world in which they live. The Benton Public School computer system, coupled with Internet access, empowers our students to construct authentic meaning from classroom lessons.

## **Enforcing Acceptable Use Policies**

### **Privacy Policies**

Users should not expect privacy in the contents of their personal files on the District or school's network; they must realize that any information stored electronically on school-owned equipment is subject to Arkansas' Freedom of Information Act. The situation is similar to the rights staff and students have in regard to their lockers, desks, or other storage systems. The Benton School District reserves the right to monitor, inspect, copy, review and store at any time and without prior

notice, any and all usage of the computer network and/or internet usage. Parents of students have the right at any time to request a review of the contents of their children's electronic files or a conference with the teacher regarding electronic projects and/or research.

**Liability Disclaimer**

The Benton School District makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The District will not be responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service. The District is not responsible for the accuracy or quality of the information obtained through or stored on the network. The District will not be responsible for financial obligations arising through the unauthorized use of the network. When using the network, one may sense they can more easily break a rule and not be caught. This perception is not accurate. Whenever users access the network or use technology equipment, they leave "electronic footprints." Thus, the odds of getting caught in violations are really about the same as in the real world or in any other actions or situations.

**Signature Forms**

**Staff Agreement**

The acceptable and unacceptable uses of the District's equipment, network and the Internet access are described in this "Acceptable Use Agreement" for the District. By signing this agreement, I acknowledge that I have read, understand and agree to abide by the provisions of the attached Student Acceptable Use Policy. I realize that all the rules of conduct described in this District's AUP, policies, procedures, and handbooks apply when I am using the District's network.

**Staff Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
(Print)

**Staff Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE**

The Benton School District will adhere to the current Family Medical Leave Act of 1993.

Legal Reference:           29 USC §§ 2601 et seq.  
                                  29 CFR 825.100 et seq.

Cross Reference:           3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Cross Reference:           8.5— CLASSIFIED EMPLOYEES SICK LEAVE

Date Adopted: 06/12/06

Last Revised: 10/14/08

## **8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES**

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during:

An emergency system response operator or 911 public safety communications dispatcher;  
A hospital or emergency room;  
A physician's office or health clinic;  
An ambulance or fire department rescue service;  
A fire department, fire protection district, or volunteer fire department; or  
A police department

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal References: A.C.A. § 6 –19 -120

Date Adopted: 10/13/2003

Last Revised: 05/12/14

## **8.25— CLASSIFIED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during their designated work time is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.

Date Adopted: 10/13/03

Last Revised: 05/14/07

## **8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

School employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. The principal or his/her designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

District staff are required to help enforce implementation of the district's anti-bullying policy and shall receive the training necessary to comply with this policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

### **Definitions:**

**Attribute** means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

**Electronic act** means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

**Harassment** means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

**Substantial disruption** means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

Examples of "Bullying" may include but are not limited to a pattern of behavior involving one or more of the following:

1. Sarcastic "compliments" about another student's personal appearance,
  2. Pointed questions intended to embarrass or humiliate,
  3. Mocking, taunting or belittling,
  4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
  5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
  6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
  7. Blocking access to school property or facilities,
  8. Deliberate physical contact or injury to person or property,
  9. Stealing or hiding books or belongings, and/or
  10. Threats of harm to student(s), possessions, or others.
  11. Sexual harassment, as governed by policy 8.20, is also a form of bullying,
- Benton School District Personnel Policies 2012-2013
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless

of whether the student self-identifies as homosexual (Examples: “You are so gay.” “Fag” “Queer”).

Cross Reference: 3.38 Certified Personnel Responsibilities Governing Bullying

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 05/10/2004

Last Revised: 04/08/2013



## **8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

Any staff member who, while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the staff member's sick leave.

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the staff member to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the staff member's employment.

Legal Reference:       A.C.A. § 6-17-1308

Date Adopted: 5/10/04

Last Revised:

## **8 .28—DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL**

**This policy applies to all employees and applies when they are performing their normal assigned duties on or off school premises or as part of school activities.**

The Benton Public School District is strongly committed to providing a drug free workplace both for the health and safety of its employees and as an example to its students. This policy serves as a mechanism to fulfill this philosophy and to comply with the Drug Free Workplace Act of 1988 and the Drug Free Schools and Communities Act Amendment of 1989, Public Law 101-226.

An employee shall not manufacture, possess, sell, use, distribute, dispense or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or other controlled substances as defined in Act 590 of 1971 and as amended by subsequent enactments by the general assembly of Arkansas including but not limited to the definition of counterfeit substances as defined in Act 787 of 1983 of the State of Arkansas.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. Such services are available from the following sources: Corphealth/STAR EAP, 1-866-378-1645 and the Counseling Clinic Inc., 301 East Sevier Street, Benton.

Compliance with this policy is a condition of employment and all employees will abide by the terms of this policy. Any employee convicted of a criminal drug or alcohol statute violation that occurred under the terms of this policy is required to notify their supervisor no later than five calendar days after such conviction. The supervisor shall notify the superintendent. The Benton School District will notify all applicable federal/state agencies within ten calendar days after receiving such notice from the employee or other actual notice. Any employee in violation will be subject to disciplinary action up to and including termination of employment and referral for prosecution. Actual decision on the disciplinary alternative will be made on an individual case basis and shall be in the hands of the staff person's immediate supervisor, the Director of Personnel, and the superintendent. The district will take appropriate personnel action within 30 calendar days of receiving notification of any criminal drug or alcohol statute conviction of an employee.

This policy in no way limits the rights of the district or its employees as defined by the laws of the state of Arkansas.

Legal References: 41 USC § 702, 703, and 706

Cross Reference: 3.31

Date Adopted: 03/13/06

Last Revised:

## **8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT**

### CERTIFICATION

I, hereby certify that I have been presented with a copy of the Benton District’s drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE**

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district in relation to the staffing of the district.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be non-renewed first. The employee with the most years of employment in the district as compared to other employees in the same category shall be non-renewed last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, pending board approval, will prevail. In the event that two employees have exactly the same hire date, additional factors such as attendance records and documented disciplinary actions will be considered.

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding totals of years of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. A year constitutes 160 or more days worked. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.

For a period of up to two (2) years from the date of board action on the classified employee's non-renewal or termination recommendation under this policy, a classified employee shall be offered an

opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified. The non-renewed employee shall be eligible to be recalled for a period of two (2) years in reverse order of the non-renewal to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length.

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response, as evidenced by a teacher's failure to respond within 10 working days, or a non-renewed employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed employee. No further rights to be rehired because of the reduction in force shall exist.

In the event the district is involved in an annexation or consolidation, employees from all the districts involved will be ranked according to years of service. A year of employment at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

Legal Reference:       A.C.A. § 6-17-2407

Date Adopted: 06/1/2006

Last Revised: 05/12/2014

### **8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of noncertified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705.

A copy of the code is available in the office of the building principal or supervisor.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 06/12/06

Last Revised: 06/12/06

### **8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR**

The superintendent or designee shall present to the Certified PPC a school calendar which the board has adopted as a proposal. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The Certified PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.

The District shall not establish a school calendar that interferes with any ACTAPP scheduled testing that might jeopardize or limit the valid testing and comparison of student learning gain.

The Benton School District shall operate by the following calendar.

Legal Reference:     A.C.A. § 6-17-2301  
                          Arkansas Comprehensive Testing, Assessment, and Accountability Plan  
                          Rules

Date Adopted: 06/12/06

Last Revised: 04/08/2013

### **8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

It is the statutory duty of classified school district employees who are mandatory reporters and who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty for statutory mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer who is a mandatory reporter from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

Legal References:     A.C.A. § 12-18-107  
                           A.C.A. § 12-18-201 et. Seq.  
                           A.C.A. § 12-18-402

Date Adopted: 06/09/08  
Last Revised: 06/09/08



## **8.35—OBTAINING and RELEASING of STUDENT’S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

### **Obtaining Eligibility Information**

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

### **Releasing Eligibility Information**

As part of the district’s participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

Legal References:      Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
                                 ADE Eligibility Manual for School Meals Revised July 2012  
                                 7 CFR 210.1 – 210.31  
                                 7 CFR 220.1 – 220.22  
                                 7 CFR 245.5, 245.6, 245.8  
                                 42 USC 1758(b)(6)

Date Adopted: 05/11/2009

Last Revised: 04/08/2013

### **8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the accounting department. An injured employee must fill out a Form N. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers' compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job,"\* but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who are absent from work in the school district due to a Workers' Compensation claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee whose has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

To the extent an employee has accrued sick leave and a WC claim has been filed:

- the employee will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

\*The determination of an available “light duty job” will be made by the Superintendent or his designee.

Cross Reference: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 – MANAGED CARE  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: 04/19/10  
Last Revised: 05/12/14

## **8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS**

District staff are encouraged to use educational technology, the Internet, and professional/education social networks to help raise student achievement and to improve communication with parents and students. However, technology and social networking websites also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention.

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

Date Adopted: 04/09/2012

Last Revised: 04/09/2012

### **8.39—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date Adopted: 06/18/2012

Last Revised: 06/18/2012

## **8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW**

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination.

Date Adopted: 05/12/14

Last Revised:

## **8.70 - Classified Personnel Policy Committee and Procedures**

The classified personnel policy committee shall be formed in compliance with A.C.A. § 6-17-2301 et seq.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 10/13/2003

Last Revised: 05/11/2009



## 8.71 – CLASSIFIED PERSONNEL VACATION

All employees are entitled to five (5) days of paid vacation during the first year of employment. Employees who have worked at least one-half year and less than one year will receive 2 and ½ to 4 paid vacation days pro-rated to number of months they have worked or contracted to work.

After one year of regular employment, non-certified employees will receive the following number of vacation days:

<b>Number of Months Contracted</b>	<b>Number of Vacation Days</b>
9 months (less than 205 days)	7 days
10 months (205-224 days)	8 days
11 months (225-249 days)	9 days

Paid vacation is calculated as part of annual compensation and not taken as actual leave.

### **Twelve month employees:**

After first full year of employment, employees issued twelve (12) month contracts (250 days or more) will be credited with 10 days of vacation leave. Employees must have their vacation time approved by their supervisor. A supervisor may deny an employee's request for a vacation day if the absence would, in the supervisor's opinion, disrupt the educational process or normal district operations.

Vacation days earned by twelve-month employees of the Benton School District may be accumulated up to a total of 25 days with ten (10) additional days credited at the beginning of each contract year (total of 35 maximum).

Employees terminating service at the end of the contract year will take accumulated vacation time prior to termination.

Upon termination of employment, payment for unused vacation leave will be made **only** when termination coincides with the end of the contract year and the employee has been asked by the Superintendent to work through the end of the contract year in lieu of taking available vacation. Under all other circumstances, no payment will be made for unused vacation leave.

Date Adopted: 06/11/01

Last Revised: 04/18/11

## **8.72 – CLASSIFIED PERSONNEL HOLIDAYS**

Non-certified personnel who work twelve months each year will be paid for ten (10) holidays. These holidays are as follows:

- (1) July Fourth
- (2) Labor Day
- (3) & (4) Thanksgiving plus following Friday
- (5) Christmas Eve
- (6) Christmas Day
- (7) New Year's Day
- (8) President's Day
- (9) Good Friday
- (10) Memorial Day

Personnel who work on a 9, 10, or 11-month contract will be paid for nine (9) holidays – the Fourth of July will be excluded. All employees must be employed by the school district on the day before a holiday occurs to receive compensation for that holiday. If the paid holiday occurs on Saturday or Sunday, the holiday will be observed in accordance with the school calendar. Arrangements to work during the paid holiday and take off another workday must be made individually with the supervisor responsible for the work of the non-certified employee. To prevent misunderstanding, the agreement should be in writing in the supervisor's office.

**\*\*In cases of excessive days of school closings beyond the scheduled inclement weather days, employees may be required to substitute alternate dates for paid holidays in order to maximize the number of student/teacher interaction days before June 1.**

Date Adopted: 06/11/01

Last Revised: 04/18/11

## **8.76 – Classified Salary Benefits & Qualifier**

### **DISTRICT PAYMENT OF HOSPITALIZATION INSURANCE PREMIUM**

The Benton School District will pay a portion of the individual medical insurance premium for each participating employee. To be eligible for this benefit, the employee must work at least five hours per day. The school board will annually approve the amount to be paid by the school district.

### **DISTRICT PAYMENT OF DENTAL INSURANCE**

The Benton School District will pay the individual dental insurance premium for all eligible employees. The school board will approve changes to the coverage and premium.

Legal References: A.C.A. § 6-17-1301 et seq.

Date Adopted: 06/11/01

Last Revised: 05/14/07